

**EXHIBIT L**

# **VERIFIED RETURN OF SERVICE**

State of Florida

County of Hillsborough

Circuit-Civil Court

Case Number: 09-21839 / C

Plaintiff(s):

**CRAIG CINQUE, INDIVIDUALLY AND AS THE REPRESENTATIVE OF A  
CLASS OF SIMILARLY SITUATED PERSONS,**

vs.

Defendant(s):

**BUCCANEERS LIMITED PARTNERSHIP,**

For:

Michael C. Addison  
ADDISON & HOWARD, P.A.  
400 N. Tampa Street  
Park Tower, Suite 1100  
Tampa, FL 33601

Received by Irvine Investigations & Services on the 7th day of September, 2009 at 11:47 am to be served on  
**BUCCANEERS LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP, THROUGH ITS REGISTERED  
AGENT BRIAN A. FORD ONE BUCCANEER PLACE TAMPA, FL 33607.**

I, Judith Clark, do hereby affirm that on the **10th day of September, 2009 at 9:58 am, I:**

**SERVED** the within named **CORPORATION** by delivering a true copy of the **SUMMONS, COMPLAINT, AMENDED  
COMPLAINT**, with the date and hour of service endorsed thereon by me to **MANNY LVARE** as **GENERAL  
COUNSEL** of the within named corporation, in compliance with state statutes.

I am over the age of 18 and have no interest in the above action.

"Under penalties of perjury, I declare that I have read the foregoing Verified Return of Service and that the facts  
stated in it are true."

 **COPY**

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Judith Clark  
03-73-7521

Irvine Investigations & Services  
4514 N. Nebraska Avenue  
Suite A  
Tampa, FL 33603  
(813) 541-7508  
Our Job Serial Number: 2009001896

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT IN AND  
FOR HILLSBOROUGH COUNTY, FLORIDA

GENERAL CIVIL DIVISION

CRAIG CINQUE, individually and as the  
representative of a class of similarly-situated  
persons,

Plaintiff,

vs.

Case No.:

09 21839

BUCCANEERS LIMITED  
PARTNERSHIP,

**DIVISION C**

CLASS ACTION

Defendant.

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**CLASS ACTION COMPLAINT**

Plaintiff, CRAIG CINQUE ("Plaintiff") brings this action on behalf of itself and all other persons similarly situated, through its attorneys, and except as to those allegations pertaining to Plaintiff or its attorneys, which allegations are based upon personal knowledge, alleges the following upon information and belief against Defendant, BUCCANEERS LIMITED PARTNERSHIP ("Defendant").

**PRELIMINARY STATEMENT**

1. This case challenges Defendant's practice of faxing unsolicited advertisements in violation of the federal Telephone Consumer Protection Act, 47 USC § 227 (the "TCPA").
2. The TCPA prohibits a person or entity from faxing, whether directly or through an agent, commercial advertisements without the recipient's prior express invitation or permission ("junk faxes" or "unsolicited faxes"). The TCPA provides a private right of action and provides statutory damages of \$500 per violation.

3. Unsolicited faxes damage their recipients. A junk fax recipient loses the use of its fax machine, paper, and ink toner. An unsolicited fax wastes the recipient's valuable time that would have been spent on something else. A junk fax interrupts the recipient's privacy.

Unsolicited faxes prevent fax machines from receiving authorized faxes, prevent their use for authorized outgoing faxes, cause undue wear and tear on the recipients' fax machines, and require additional labor to attempt to discern the source and purpose of the unsolicited message.

4. On behalf of itself and all others similarly situated, Plaintiff brings this case as a class action asserting claims against Defendant under the TCPA and the common law of conversion.

5. Plaintiff seeks an award of statutory damages for each violation of the TCPA and reimbursement of the costs of bringing suit, including its reasonable attorneys' fees, among other relief.

### **JURISDICTION AND VENUE**

6. This Court has jurisdiction over this action pursuant to 47 U.S.C. § 227 and Florida Statutes § 26.012, in that this class action seeks recovery of damages in excess of \$15,000, exclusive of interests and costs, and Defendant has transacted business in Florida and committed tortious acts related to the matters complained of herein.

7. Venue is proper in Hillsborough County pursuant to Florida Statutes § 47.051 in that the cause of action accrued in this county.

8. Federal jurisdiction does not exist because no federal question or claim is asserted and Plaintiffs' individual claims are worth less than \$75,000.00, inclusive of all forms of damages and fees. Plaintiff expressly disclaims any individual recovery in excess of \$75,000.00, inclusive of all forms of damages and fees.

## **PARTIES**

9. Plaintiff is an individual who is a citizen of the State of Florida and a resident of Alachua County, Florida.

10. On information and belief, Defendant, BUCCANEERS LIMITED PARTNERSHIP is a Florida limited partnership corporation with its principal place of business in Tampa, Florida.

## **FACTUAL ALLEGATIONS**

11. On or about August 19, 2009, Defendant faxed a commercial advertisement to Plaintiff. A copy of the facsimile is attached hereto as Exhibit A.

12. Plaintiff had not invited or given permission to Defendant to send fax advertisements to it.

13. On information and belief, Defendant faxed the same and similar advertisements to Plaintiff and more than 50 other recipients without first receiving the recipients' express permission or invitation.

14. There is no reasonable means for Plaintiff (or any other class member) to avoid receiving illegal faxes. Fax machines are left on and ready to receive the urgent communications their owners desire to receive.

15. Defendant's unsolicited fax advertisements used the paper, toner and fax machine of Plaintiff and class members, and which they had not authorized Defendant to use, thereby causing damages to Plaintiff and class members.

### **CLASS REPRESENTATION ALLEGATIONS**

16. In accordance with Fla. R. Civ. P. 1.220, Plaintiff brings this action as a class action on behalf of the following Class of persons:

All persons who (1) on or after four years prior to the filing of this action, (2) were sent telephone facsimile messages of material advertising the commercial availability of any property, goods, or services by or on behalf of Defendant, (3) with respect to whom Defendant did not have prior express permission or invitation for the sending of such faxes, and (4) with whom Defendant did not have an established business relationship.

Plaintiff asserts claims on behalf of the Class under the TCPA and the common law cause of action of conversion.

#### **Numerosity and Impracticability of Joinder – Rule 1.220(a)(1)**

17. Plaintiff is informed and believes in good faith that the class includes fifty or more persons and as such, the members of the Class are so numerous that joinder of all members is impracticable.

#### **Commonality - Rule 1.220(a)(2)**

18. There are questions of fact or law common to the class, which predominate over questions affecting only individual class members, including without limitation:

- (i) Whether Defendant sent unsolicited fax advertisements;
- (ii) Whether Defendant's facsimiles advertised the commercial availability of property, goods, or services;
- (iii) The manner and method Defendant used to compile or obtain the list of fax numbers to which it sent Exhibit A and other unsolicited faxed advertisements;

- (iv) Whether Defendant faxed advertisements without first obtaining the recipients' express permission or invitation;
- (v) Whether Defendant violated the provisions of 47 USC § 227;
- (vi) Whether Plaintiff and the other class members are entitled to statutory damages;
- (vii) Whether Defendant committed the common law tort of conversion;
- (viii) Whether Defendant should be enjoined from faxing advertisements in the future; and
- (ix) Whether the Court should award trebled damages.

19. Plaintiff's claims are typical of those of the members of the class. Plaintiff's claims, and those of the other class members arise out of the same actions and course of conduct of Defendant in sending advertisements without prior express permission or invitation.

**Adequacy of Representation – Rule 1.220(a)(4)**

20. Plaintiff will fairly and adequately protect the interests of the other class members. Plaintiff's counsel is experienced in handling class actions and claims involving unsolicited advertising faxes. Neither Plaintiff nor Plaintiff's counsel has any interests adverse or in conflict with the absent class members. Plaintiff has interests in common with the proposed class members and Plaintiff and Plaintiff's counsel will prosecute the case. Plaintiff has the same claim for damages as the other class members, Plaintiff and the other class members can recover the same statutory liquidated damages.

**Superiority – Rule 1.220 (b)(3)**

21. A class action is superior and appropriate to other potential methods for fair and efficient adjudications.

22. The interest of each individual class member in controlling the prosecution of separate claims is small and individual actions are not economically feasible and inconsistent adjudications could result.

23. This action is manageable as a class action.

**COUNT I**  
**VIOLATIONS OF TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227**

24. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

25. The TCPA prohibits the “use of any telephone facsimile machine, computer or other device to send an unsolicited advertisement to a telephone facsimile machine....” 47 U.S.C. § 227(b)(1).

26. The TCPA defines “unsolicited advertisement,” as “any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person’s express invitation or permission.” 47 U.S.C. § 227(a)(4).

27. The TCPA provides:

3. Private right of action. A person may, if otherwise permitted by the laws or rules of court of a state, bring in an appropriate court of that state:

(A) An action based on a violation of this subsection or the regulations prescribed under this subsection to enjoin such violation,

(B) An action to recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater, or

(C) Both such actions.

28. The Court, in its discretion, can treble the statutory damages if the violation was knowing. 47 U.S.C. § 227.



29. Defendant violated the 47 U.S.C. § 227 et seq. by sending advertising faxes (such as Exhibit A) to Plaintiff and the other members of the class without first obtaining their prior express invitation or permission.

30. The TCPA is a strict liability statute and Defendant is liable to Plaintiff and the other class members even if its actions were only negligent.

31. Defendant knew or should have known that (A) Plaintiff and the other class members had not given express invitation or permission for Defendant or anybody else to fax advertisements about Defendant's goods or services, (B) that Defendant did not have an established business relationship with Plaintiff and the other class members, and (C) that Exhibit A was an advertisement.

32. Defendant's actions caused damages to Plaintiff and the other class members. Receiving Defendant's junk faxes caused the recipients to lose paper and toner consumed in the printing of Defendant's faxes. Moreover, Defendant's faxes used Plaintiff's fax machine. Defendant's faxes cost Plaintiff time, as Plaintiff and its employees wasted their time receiving, reviewing and routing Defendant's illegal faxes. That time otherwise would have been spent on Plaintiff's business activities. Finally, Defendant's faxes unlawfully interrupted Plaintiff's and the other class members' privacy interests in being left alone.

33. Even if Defendant did not intend to cause damage to Plaintiff and the other class members, did not intend to violate their privacy, and did not intend to waste the recipients' valuable time with Defendant's advertisements, those facts are irrelevant because the TCPA is a strict liability statute.

## **COUNT II** **CONVERSION**

34. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

35. By sending Plaintiff and the other class members unsolicited faxes, Defendant improperly and unlawfully converted their fax machines, toner and paper to its own use. Defendant also converted Plaintiff's employees' time to Defendant's own use.

36. Immediately prior to the sending of the unsolicited faxes, Plaintiff and the other class members owned an unqualified and immediate right to possession of their fax machines, paper, toner, and employee time.

37. By sending the unsolicited faxes, Defendant permanently misappropriated the class members' fax machines, toner, paper, and employee time to Defendant's own use. Such misappropriation was wrongful and without authorization.

38. Defendant knew or should have known that its misappropriation of paper, toner, and employee time was wrongful and without authorization.

39. Plaintiff and the other class members were deprived of the use of the fax machines, paper, toner, and employee time, which could no longer be used for any other purpose. Plaintiff and each class member thereby suffered damages as a result of their receipt of unsolicited fax advertisements from Defendant.

40. Each of Defendant's unsolicited fax advertisements effectively stole Plaintiff's employees' time because multiple persons employed by Plaintiff were involved in receiving, routing, and reviewing Defendant's illegal faxes. Defendant knew or should have known employees' time is valuable to Plaintiff.

41. Defendant's actions caused damages to Plaintiff and the other members of the class because their receipt of Defendant's unsolicited fax advertisements caused them to lose paper and toner as a result. Defendant's actions prevented Plaintiff's fax machines from being used for Plaintiff's business purposes during the time Defendant was using Plaintiff's fax

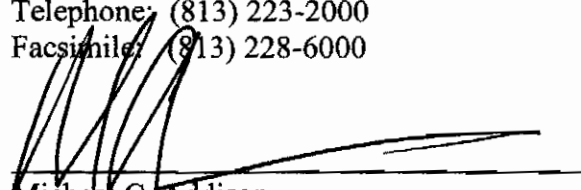
machines for Defendant's illegal purpose. Defendant's actions also cost Plaintiff employee time, as Plaintiff's employees used their time receiving, routing, and reviewing Defendant's illegal faxes, and that time otherwise would have been spent on Plaintiff's business activities.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, CRAIG CINQUE, individually and on behalf of all others similarly situated, demands judgment in its favor and against Defendant, BUCCANEERS LIMITED PARTNERSHIP, as follows:

- A. That the Court adjudge and decree that the present case may be properly maintained as a class action, appoint Plaintiff as the representative of the class, and appoint Plaintiff's counsel as counsel for the class;
- B. That the Court enter judgment finding Defendant has violated the TCPA and is liable to Plaintiff and the members of the class for violating the TCPA;
- C. That the Court enter judgment finding Defendant unlawfully converted the fax machines of Plaintiff and the members of the class and is liable to Plaintiff and the members of the class for damages arising from its conversion;
- D. That the Court award \$500.00 in damages for each violation of the TCPA;
- E. That the Court enter an injunction prohibiting Defendant from engaging in the statutory violations at issue in this action; and
- F. That the Court award costs, including reasonable attorneys' fees, and such further relief as the Court may deem just and proper, but in any event, not more than \$75,000.00 per individual, inclusive of all damages and fees.

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## **INDIVIDUAL GAME TICKETS ON SALE NOW!**

**MIAMI****August 27****8:00pm****HOUSTON****September 4****7:00pm****DALLAS****September 13****1:00pm****N.Y. GIANTS****September 27****1:00pm****CAROLINA****October 18****1:00pm****GREEN BAY****November 8****1:00pm****NEW ORLEANS****November 22****1:00pm****N.Y. JETS****December 13****1:00pm****ATLANTA****January 3****1:00pm**

All game dates and times are subject to NFL flexible scheduling.

**TO PURCHASE TICKETS CALL 800-745-3000  
OR VISIT BUCCANEERS.COM**

To immediately and permanently remove your fax number from our opt-in compiled database,  
please call 888-703-9205. Removaltech@FaxQom.com

**EXHIBIT A**